IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
Second Appeal No.499 of 1987

Vasant Narayan Karkhanis
since deceased by his heirs:
1A. Pushpa V. Karkhanis & ors. Appellants

Vs.

Prabhavati Bhalchandra Hajarnis
since deceased by her heirs:
1A. Anil Bhalchandra Hajarnis & ors. Respondents

Mr.Rahul Chitnis i/b. M/s. Crawford Bayley & Co. for appellants.

Mr.R.S.Apte i/b. Mr.Y.R.Sha for Resp.Nos.1A to 1D and 3A to 3C.

Mr.M.D.Nagle for resp.no.4.

CORAM: B.H.MARLAPALLE, J.

June 27, 2007.

P.C.

. As noted in the earlier order dated 4/6/2007, the parties were negotiating for an amicable settlement and finally they have been successful in the same. The Consent Terms signed by the respective parties and their learned Advocates are taken on record and marked as "X" for identification. Respondent No.2 - Mrs.Sumati Yeshwant Mathure is not present before the Court and she is not a signatory to the Consent Terms. However, in para 15 of the

Consent Terms it has been explained that the respondent no.2 has sold her undivided share to the respondent no.4 on 18th October 1996 and the said respondent no.4 in turn has assigned the rights to the appellants. The parties including the respondent no.4, are present before the Court. The learned counsel for the parties, therefore, prayed for a decree in terms of the Consent Terms.

. Hence the Second Appeal is allowed in terms of the Consent Terms and the Registry is directed to issue the decree accordingly.

. The cross-objections would not survive in view of the Consent Decree.

(B.H.MARL